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The court in the principal case used the following language: "The equitable remedy of interpleader, independent of statute, as decided in Virginia, and by this court, depends upon and requires the existence of the following elements, regarded as its essential conditions:

"(1) The same thing, debt or duty, must be claimed by both or all the parties against whom the relief is demanded; (2) All their adverse titles or claims must be dependent upon or derived from a common source; (3) The person asking the relief (the complainant) must not have nor claim any interest in the subject matter; (4) He must have incurred no independent liability to either of the claimants, that is, he must stand perfectly indifferent between them, in the position merely of a stakeholder." *Runkle v. Runkle*, supra; *Stephenson & Coon v. Burdett*, 56 W. Va. 109, 48 S. E. 846, 10 L. R. A. (N. S.) 748."

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**Interstate Commerce—Carmack Amendment—Bill of Lading—Lawful Holder—Norfolk Southern R'y v. Norfolk Truckers' Exchange, Inc., (Virginia) (88 S. E. 318).**—In the principal case it was held that the Carmack Amendment (Act June 29, 1906, chap. 3591, sec. 7, pars. 11, 12, 34 Stat., 593, U. S. Comp. St., 1913, sec. 8592), providing that any common carrier receiving property for transportation from a point in one State to a point in another shall be liable to the "lawful holder" of the bill of lading, authorizes a recovery by the person beneficially interested in the shipment, though he may not be in possession of the bill of lading. On this point the court said:

"The sixth instruction states that:

'Unless the jury believe from the evidence that the plaintiff was the holder of the bill of lading for the goods at the time this suit was commenced, June 24, 1913, they must find for the defendant.'

This instruction is based upon the Carmack Amendment, which read as follows:

'That any common carrier, railroad or transportation company receiving property for transportation from a point in one State to a point in another State shall issue a receipt or bill of lading therefor, and be liable to the lawful holder thereof for any loss, damage or injury to such property caused by it or by any common carrier, railroad or transportation company to which such property may be delivered, or over whose line or lines such property may pass; and no contract, receipt, rule or regulation shall exempt such common carrier, railroad or transportation company from the liability hereby imposed: Provided that nothing in this section shall deprive any holder of such receipt or bill of lading of any remedy or right of action which he has under existing law. \* \* \*'

We think the court properly refused this instruction, and in sup-

port of the ruling we refer to *Spence v. N. & W. R. R.* (supra) and to *Pecos & N. T. R. Co. v. Meyer* (Tex. Civ. App., 155 S. W. 309), the syllabus of which is as follows:

'Under the Carmack Amendment, which provides that any common carrier receiving property for transportation from a point in one State to a point in another State shall issue a receipt or bill of lading and shall be liable to the "lawful" holder thereof for any loss or injury to such property caused by it or by any carrier to which such property may be delivered, or over whose line such property may pass, the term "lawful holder" comprehends the owner of the property transported, or the one beneficially entitled to recover for the loss or injury, and manual possession of the bill of lading is not a prerequisite to the right to sue, so that a shipper accompanying the shipment was not deprived of his right to sue because he surrendered his bills of lading at the destination in exchange for free transportation on the return' (Internat. Watch Co. v. D., L. & W. R. R., 80 N. J. Law, 553, 78 Atl., 49; Galveston R. Co. v. Wallace, 223 U. S. 481, 32 Sup. Ct., 205, 56 L. Ed. 523; A. C. L. R. Co. v. Riverside Mills, 219 U. S. 186, 31 Sup. Ct. 164, 55 L. Ed. 167, 31 L. R. A., N. S., 7; Storm Lake Tub, &c., Co. v. Minn., St. L., &c., R'y, D. C., 209 Fed. 900; Adams v. Chicago, Great Western R'y, D. C., 210 Fed. 364).'

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**Jurisdiction—Agreements to Oust Courts of Jurisdiction—Nashua River Paper Co. v. Hammermill Paper Co., 111 N. E. 678.**—The Supreme Judicial Court of Massachusetts held that a stipulation in a commercial contract between a corporation domiciled in Massachusetts and a corporation incorporated in Pennsylvania, that no action should be maintained against the latter corporation in any State or Federal court other than the courts of common pleas of Pennsylvania, was unenforceable, and did not preclude the maintenance of such an action in the courts of Massachusetts.

This decision is in accord with the weight of authority in American jurisdictions. In *Meachem v. Jamestown, F. & C. R. R.* (211 N. Y., 346), in it was held that the courts of New York will not enforce a provision in a contract executed and to be performed in another State requiring all differences and disputes arising under the contract to be settled by arbitration to the exclusion of the courts. The radical spirit in which the rule against recognition of contracts to oust the court of jurisdiction will be administered was indicated in the following language by Judge Cardozo at the opening of his opinion:

"An agreement that all differences arising under a contract shall be submitted to arbitration relates to the law of remedies, and the law that governs remedies is the law of the forum. In applying this rule regard must be had not so much to the form of the agree-